

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

GINALOUISE CAVANAGH
SAMUEL M. CAVANAGH

Debtors

FREEDOM MORTGAGE CORPORATION

Movant

vs.

GINALOUISE CAVANAGH
SAMUEL M. CAVANAGH

Debtors

TERRY P. DERSHAW ESQUIRE

Trustee

CHAPTER 7

NO. 18-16299 AMC

11 U.S.C. Section 362

STIPULATION FOR RELIEF FROM THE AUTOMATIC STAY

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

The Automatic Stay of all proceedings, as provided under Section 362 of the Bankruptcy Reform Act of 1978 (The Code) 11 U.S.C. Section 362, is modified and annulled to allow FREEDOM MORTGAGE CORPORATION, its successor and/or assigns in title to proceed with having the Sheriff's Deed recorded, as well as securing the property, maintaining the property, removing the personal property and proceeding with any potential ejectment action as to the premises located at 3850 Anne Street, Drexel Hill, PA 19026.

IT IS FURTHER STIPULATED AND VOLUNTARILY AGREED THAT:

1. The recitals are incorporated herein and made a part hereof;
2. A Sheriff's Sale occurred on September 21, 2018 for the Property located at 3850 Anne Street, Drexel Hill, PA 19026 ("the Property").
3. At the Sheriff's Sale, the Property was sold to Freedom Mortgage Corporation ("Movant").

4. Debtors agree that the Property is not a part of the Bankruptcy Estate, as established by the fact that the Property is not listed in the Debtor's schedules.

5. Debtors agree that Movant may complete the recording of the Sheriff's Deed from the September 21, 2018 Sheriff's Sale and will not be in violation of the automatic stay.

6. Debtors agree that they are not currently occupying the Property and do not intend to occupy the Property.

7. Debtors agree that the Movant, its successors, assigns and/or agents may secure and/or perform any work needed on the property to avoid City/Borough Code Violations and any such action will not be in violation of the automatic stay.

8. Debtors hereby waive and relinquish any and all interest, claim or rights they may have, or may have had, in the Property as well as the personal belongings left at this Property on or after December 14, 2018.

9. Debtors understand that said personal belongings will be considered abandoned on or after December 14, 2018.

10. Debtors agree, that the Movant and/or its assigns, successors and/or agents, on or after the date the Stipulation is approved by the Court, may immediately remove and dispose of any and all personal property in or around the Property as it chooses.

11. Debtors agree that Movant, its successors and/or assigns may file all pleadings necessary to effectuate an ejectment action, including, but not limited to, having a lock out performed and such actions will not be in violation of the automatic stay.

12. Debtors declare and represent that no promise, inducements or agreements not herein expressed have been made to them.

13. Further bankruptcy filings by either or both Debtors for a period of one hundred eighty (180) days hereof will not prevent Movant from proceeding with recording of the Sheriff's Deed or any actions as set forth in this stipulation.

14. The Parties agree, that the stay provided by Bankruptcy Rule 4001(a)(3) has been waived.

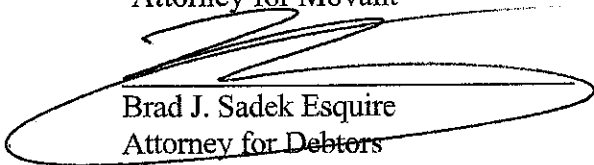
15. This Stipulation represents the totality of the agreement between the parties.

16. Any modifications, retractions or revisions must be in writing and signed by all parties.

Date: 12/3/18

/s/Rebecca A. Solarz, Esq.
Rebecca A. Solarz, Esquire
Attorney for Movant

Date: 12/3/18


Brad J. Sadek Esquire
Attorney for Debtors

Approved by the Court this ___ day of _____, 2018. However, the court retains discretion regarding entry of any further order.

THE HONORABLE ASHELY M. CHAN
United States Bankruptcy Court Judge